

NEC3 Engineering and Construction Contract Z Clauses

Z1

Official Secrets and Confidentiality Z1.1 The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract from the starting date until the Defects Certificate or a termination certificate has been issued.

Z1.2 The Contractor notifies his employees and his Subcontractors of their duties under these Acts.

Z1.3 The Contractor does not use or disclose information concerning the contract obtained either by the Contractor or by any person employed by him except for the purposes of the contract.

Z2

Security

Site Admittance

Z2.1 The Contractor submits to the Project Manager details of people who are to be employed by him and his Subcontractors in connection with the works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the Project Manager.

Z2.2 The Project Manager may instruct the Contractor to take measures to prevent unauthorised persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information.

Passes

Z2.3 Employees of the Contractor and his Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.

Z2.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required. The Project Manager issues the passes to the Contractor. Each pass is returned to the Project Manager when the employee no longer requires access to that part of the Site or after the Project Manager has given notice that the employee is not to be admitted to the Site.

Photographs

Z2.5 The Contractor does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the Project Manager.

Z2.6 The Contractor takes the measures needed to prevent his and his Subcontractors' people taking, publishing or otherwise circulating such photographs.

Z3

Transparency

Z3.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public. The Authority may consult with the Contractor to inform its decision regarding any redactions but the Authority shall have the final decision in its absolute discretion. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

Z4

Supplementary Conditions

Z4.1 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

All reference to 'CDM Regulations 2007' within the contract will be replaced with 'CDM Regulations 2015'.

The term 'Planning Supervisor' referenced in the contract will be replaced with the 'CDM Coordinator'

Z4.2 Timber and Wood Products

Please note that terms in square brackets will need to be defined according to the relevant contract in which the model contract condition is used.

Z4.2.1 Requirements for Timber

1. All Timber and wood-derived products supplied or used by [the Contractor] in performance of [the Contract] (including all Timber and wood-derived products supplied or used by subcontractors) shall comply with [the Contract Specification].
2. In addition to the requirements of clause 1.1 above, all Timber and woodderived products supplied or used by [the Contractor] in performance of [the Contract] (including all Timber and wood-derived products supplied or used by sub-contractors) shall originate from a forest source where management of the forest has full regard for: Identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;

Mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and

Safeguarding the basic labour rights and health and safety of forest workers.

Z4.2.2 Requirements for Proof of Timber Origin

1. If requested by [the Contracting Authority], and not already provided at the tender evaluation stage, [the Contractor] shall provide to [the Contracting Authority] evidence that the Timber and wood-derived products supplied or used in the performance of [the Contract] complies with the requirements of [the Contract Specification]. If requested by [the Contracting Authority] [the Contractor] shall provide to [the Contracting Authority] evidence that the Timber and woodderived products supplied or used in the performance of [the Contract] complies with the requirements of the social criteria defined in section 1.2 above.
2. [The Contracting Authority] reserves the right at any time during the execution of [the Contract] and for a period of 6 years from final delivery under [the Contract] to require [the Contractor] to produce the evidence required for [the Contracting Authority's] inspection within 14 days of [the Contracting Authority's] written request.
3. [The Contractor] shall maintain records of all Timber and wood derived products delivered to and accepted by [the Contracting Authority]. Such information shall be made available to [the Contracting Authority] if requested, for a period of 6 years from final delivery under [the Contract].

Z.2.3 Independent Verification

[The Contracting Authority] reserves the right to decide whether the evidence submitted to it demonstrates legality and sustainability, or FLEGT-licence or equivalent, and is adequate to satisfy [the Contracting Authority] that the Timber and wood-derived product complies with [the Contract Specification]. [The Contracting Authority] reserves the right to decide whether the evidence submitted to it is adequate to satisfy [the Contracting Authority] that the Timber and woodderived products complies with the requirements of the social criteria defined in section

2.1.

In the event that [the Contracting Authority] is not satisfied, [the Contractor] shall commission and meet the costs of an "independent verification" and resulting report that will (a) verify the forest source of the timber or wood and (b) assess whether the source meets the relevant criteria. 3.2 In [this Contract], "Independent Verification" means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to ISO Guide 65:1996 (EN 45011:1998) General

requirements for bodies operating product certification systems or equivalent, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent.

Z4.2.4 [Contracting Authority's] Right to Reject Timber

[The Contracting Authority] reserves the right to reject any Timber and wood-derived products that do not comply with [the Contract Specification]. [The Contracting Authority] reserves the right to reject any Timber and wood-derived products that do not comply with the requirements of the social criteria defined in section 1.2 above. Where the [Contracting Authority] exercises its right to reject any Timber and wood-derived products, [the Contractor] shall supply alternative Timber and wood-derived products, which do so comply, at no additional cost to [the Contracting Authority] and without causing delay to [the Contract] completion period.

Z4.3 Tax and National Insurance Contributions (NICs)

Where the contract falls within the scope of the Construction Industry Scheme Regulations and the Contractor does not hold a valid Registration Card CIS4(P) or Temporary Registration Card CIS4(T), or a valid Tax Certificate (CIS5 or CIS6), invoices must separately identify materials costs, labour costs and travel and subsistence expenses. The Department will, where appropriate, deduct payment on account of Tax and NICs from the gross payment and issue the Contractor with the appropriate tax deduction statement.